



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Affirming the Agreement with Liebert, Cassidy, Whitmore for legal services; Authorize payment of outstanding bills incurred by the City for services rendered by Liebert, Cassidy, Whitmore; Appropriate funds to the City Attorney's budget for the past bills and prospectively for anticipated services (\$12,979).

MEETING DATE: February 16, 2005

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: That Council Adopt Resolution affirming the agreement with Liebert, Cassidy, Whitmore for legal services: authorize payment of outstanding bills incurred by the City for services rendered by Liebert, Cassidy, Whitmore; appropriate funds to the City Attorney's budget for the past bills and prospectively for anticipated services (\$12,979).

BACKGROUND INFORMATION: The City of Lodi uses the law firm of Liebert, Cassidy, Whitmore for a variety of legal services including labor negotiations, employee grievances, general employee relations issues, and training workshops and has done so since 2002.

It has come to staffs attention that the most recent Agreement was signed administratively and did not come before Council for approval. As such, staff wishes to correct this oversight to ensure that the Agreement is appropriately authorized for execution and to continue services with Liebert, Cassidy, Whitmore. The term of the attached administratively signed Agreement commenced July 1, 2004 and expires 12 months hence but can be extended for additional periods of time by the written consent of the parties.

In addition, staff has withheld payment of bills pending Council's approval of the Agreement; however the bills are appropriate and reflect actual services provided by Liebert, Cassidy, Whitmore. The unpaid bills reflect consultation on pending litigation employment relations matters discussed with the City Council in Closed Session and Dispatchers Negotiations. The outstanding bills total \$7,979.

Due to the specialized nature of the services, it is expected that the City will continue to need outside legal services for personnel-related legal matters. As such, staff is requesting that an appropriation be made to cover expenses through the balance of the term of the Agreement in the amount of \$5000, for a total appropriation of \$12,979 (past due amounts and prospective costs).

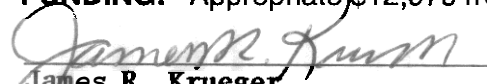
Liebert, Cassidy, Whitmore services for general personnel-related functions will continue via the Human Resources Department.


APPROVED: 
Blair King, City Manager

Staff is therefore requesting three actions of Council:

1. Approve the attached administratively signed Agreement
2. Authorize payment of outstanding bills incurred by the City for services rendered by Liebert, Cassidy, Whitmore since the oversight was identified
3. Appropriate funds for the past bills and prospectively for anticipated services

FUNDING: Appropriate \$12,979 from the General Fund fund balance to the City Attorney's Office.


James R. Krueger
Finance Director


Janet S. Keeter
Deputy City Manager

JK/sl

Attachment

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the CITY OF LODI, A Municipal Corporation, hereinafter referred to as "City," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS City has the need to secure expert training and consulting services to assist City in its relations and negotiations with its employee organizations; and

WHEREAS City has determined that no less than fifteen (15) public agencies in the San Joaquin Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the City and **is** willing to perform such services;

NOW, THEREFORE, City and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2004, Attorney will provide the following services to City (and the other aforesaid public agencies):

1. Four **(4)** days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by City and the other said local agencies.
2. Availability of Attorney for City to consult by telephone.
3. A monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to City for a fee of Two Thousand Four Hundred Thirty-Eight Dollars (\$2,438.00), payable in one payment prior to August 1, 2004. The fee, if paid after August 1, 2004 will be \$2,538.00. Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by City, make itself available to City to provide representational, litigation, and other employment relations services. The City will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the City.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Sixty Dollars (\$160.00 - \$260.00) per hour for attorney staff and from Ninety-Five Dollars to One Hundred Ten Dollars (\$95.00- \$110.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2004. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than fifteen (15) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2004.


Dated: 5-4-04

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By 

Dated: 5-13-04

CITY OF LODI
A Municipal Corporation

By 
H. Dixon Flynn
City Manager

RESOLUTION NO. 2005-33

A RESOLUTION OF THE LODI CITY COUNCIL AFFIRMING
THE AGREEMENT WITH LIEBERT, CASSIDY, WHITMORE
FOR LEGAL SERVICES, AUTHORIZING PAYMENT OF
OUTSTANDING INVOICES, AND APPROPRIATING FUNDS

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby affirm the agreement with Liebert, Cassidy, Whitmore for legal services relating to labor negotiations, grievances, employee relations issues, and training workshops; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes payment of outstanding invoices incurred by the City for services rendered by Liebert, Cassidy, Whitmore in the amount of **\$7,979** and

BE IT FURTHER RESOLVED that funds in the amount of **\$12,979** be appropriated to the City Attorney's budget for (1) outstanding invoices in the amount of **\$7,979** and (2) for prospective anticipated services in the amount of \$5,000.

Dated: February 16, 2005

.....

I hereby certify that Resolution No. 2005-33 was passed and adopted by the Lodi City Council in a regular meeting held February 16, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce,
and Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk